

A NEW APPORTIONMENT.
ALDERMEN MUST REVISE THEIR WORK
IN THE XIIITH SENATE DISTRICT.

JUDGE BEEKMAN WILL ISSUE A PEREMPTORY
WITI OF MANDAMUS—HE SAYS THE CON-
STITUTION HAS BEEN VIOLATED.

Judge Beekman, sitting in the Extraordinary Term of the Circuit Court, yesterday handed down a decision in which he says that he will to-day, sitting as a Judge in Special Term, issue a peremptory writ of mandamus directing the Board of Aldermen to convene and reapportion the XIIith Senate District according to the Constitution, which he holds has been violated in the present apportionment.

Mr. Parker, counsel for the relator, Charles R. Gleason, and Assistant Corporation Counsel Connolly, who had agreed upon the findings of fact, in which the last named admitted that the Board had proceeded upon a false enumeration, were in court when it was adjourned by Judge Beekman yesterday. They handed him the findings of fact and the conclusions of law, with a decision for his signature, and the Court said that this was not the practice, and that he had written an opinion in the case. Judge Beekman then said that to-day he would issue the peremptory writ of mandamus for reapportionment, and that he would adjourn the term of the Extraordinary Circuit until after the time set down for the Board to make the reapportionment, and then make a return to the court. In opposition, Mr. Beekman says that the discrepancy as stated Monday in the population of the Assembly districts in the XIIith Senate District between the figures on which the apportionment was based, and the figures on which it was actually made, was so great that there is no need of argument, as the figures speak for themselves. He says that there has been a substantial violation of the Constitution in the division of the XIIith Senate District into Assembly districts.

The Judge ordered that formal findings be submitted to the Special Term for the issuing of a peremptory writ of mandamus, and adjourned the Circuit until October 2, when it will sit to receive the report of the reapportionment from the Board.

BIG FEES FOR REFEREES.

EX-JUDGE TRUAX CHARGED \$20 AN HOUR AND
THE COURT ALLOWED IT.

Judge Duane, in the Superior Court, yesterday, granted an order to Colonel A. H. H. Dawson to compel Dr. Charles P. Kretzer to pay the fees, amounting to \$200, of ex-Judge Truax, who was appointed referee to determine a question of alimony.

Edward F. James, who represented Dr. Kretzer, urged on behalf of his client that he was unable to pay the charges. He said that the referee had charged \$20 an hour, but admitted that this price had been mutually agreed upon. The Court, therefore, was obliged to grant the order.

Mr. James told a reporter that the hearing had lasted only four hours, and that the fees were really \$10 an hour, but that the ex-Judge had made charges for several adjournments.

TO PART CHARITIES AND CORRECTION.

ADVANTAGES OF THE PLAN—ALDERMAN OL'COTT
WILL MAKE A REPORT.

The Sinking Fund Commission will have a meeting soon to consider a report by Alderman W. M. K. Olcott on a plan for the division of the Department of Charities and Correction into two departments. Mr. Olcott made this statement yesterday:

Under the statute decreasing the division of the Department of Charities and Correction into two departments, the erection of a new penitentiary building on Riker's Island is mandatory. But before 1888, the intercession of the Legislature between the two years was appointed as committee of Arthur's estate and his (Leonard's) being adjudged insane.

A suit has also been brought against the committee of Leonard Forbes Beckwith for an accounting of the estate of his sister Helen, of which Leonard was the trustee, and which it is believed he also misappropriated.

COURT CALENDARS FOR TO-DAY.

Supreme Court-Chambers—Before Barrett, J.—Court opens at 10:30 a. m. Nations' Calendar called at 1 a. m. No. 1. Harten R. Lambie and Woodworking Co., v. McGraw, No. 2. Pease, No. 3. Englehardt, v. Johnson vs. Johnson, No. 4. New York Bank Note Co. vs. Hamilton Bank Note, No. 5. Englehardt vs. Johnson, No. 6. Knob vs. McLean, No. 7. Butterworth, Jr., No. 8. Derkow vs. Long Island Mutual Fire Ins. Co., No. 9. Millott vs. Millott, No. 11. Dresser vs. Thorne, No. 12. Goss, No. 13. Guerin, No. 14. Hollings, No. 14. Michaelis vs. Michaelis, No. 15. Brantford vs. Bishop, No. 16. Bond vs. Cronin, No. 17. Boynton vs. Farnham, No. 18. Lee, No. 19. Lovell, No. 20. People, etc. vs. Dowdy, No. 20. Smith vs. Samuel, No. 21. Henry vs. Waters, No. 22. Higgins vs. McCarl, No. 23. Maloney vs. Goss, No. 24. People, etc. vs. Fuchs, No. 27. Schilling vs. Bohling.

Supreme Court-General Term—Recalls.

Circuit Court—Parts I, II and III—Adjudged for the term.

Circuit Court—Parts I, II, III and IV—Adjudged for the term.

Superior Court—Special Term—Before Duane, J.—Court opens at 10:30 a. m. No day calendar.

Common Pleas—Special Term—Before Frier, J.—Court opens at 10:30 a. m. No day calendar.

Common Pleas—General Term—Adjudged sine die.

Common Pleas—Equity Term—Adjudged for the term.

Common Trial Term—Parts I, II and III—Adjudged for the term.

Court of Common Pleas—General Term—Before Frier, J.—Court opens at 10:30 a. m. No day calendar.

Common Trial Term—Parts I, II and III—Adjudged for the term.

Court of Common Pleas—General Term—Before Fitzgerald, S.—Court opens at 10:30 a. m. No day calendar.

Common Trial Term—Before Arnold, S.—Court opens at 10:30 a. m. No day calendar.

Common Trial Term—Before Arnold, S.—Court opens at 10:30 a. m. No day calendar.

Common Trial Term—Before Betty, L.—Court opens at 10:30 a. m. No day calendar.

Court of Common Pleas—General Term—Adjudged sine die.

Court of Common Pleas—General Term—Parts I, II and III—Adjudged for the term.

REFEREES APPOINTED.

Supreme Court.

By Barrett, J.

Price vs. Foye—Frank W. Arnold.

Trowbridge vs. Gauss—Charles L. Guy.

Re Sanders—Charles L. Guy.

Roswell vs. American Veterinary College—Frank W. Arnold.

Wright vs. Rudden—Frank W. Arnold.

Superior Court.

By Duane, J.

Englehardt vs. Cohn—Thomas Horne.

LAWYERS INTERESTED IN THE CASE.

HOW THE OLD ENGLISH LAW DEALS WITH THE
HIGH-FENCE QUESTION TO BE
ARGUED TO-MORROW.

The injunction, which is to be argued to-morrow morning before Judge Barrett, is as to whether or not Mrs. Julia Grech has the right to erect a high fence in the back yard of her house, No. 49 West Ninety-first-st., thereby cutting off light and air from an extension recently erected by Abraham Whittier, her neighbor to the east, will excite much interest among the real estate holders in this city. The story of the erection of this extension was told in yesterday's Tribune. This case will be particularly interesting, as it may involve a number of similar cases in this city. A well-known lawyer said to a Tribune reporter yesterday: "America practically has been compelled to establish its own precedents in these cases. The old English law is that if a window opens out on an adjoining property or if a neighbor's property has been encroached upon for twenty years without removal the encroachment is legal. For instance, take the case of the American Society building, the south corner of Broadway and Pine-street. The massive cornice that has been placed all around this building extends on the south and east sides some four feet over the Schermerhorn Building. In other words, the cornice is actually built upon the land belonging to the Schermerhorn Building, although suspended 100 feet above the air. According to the old English law the Schermerhorn people must give up this cornice or have it removed by the courts within twenty years, or else the American Society Company will have the right to keep the cornice where it is at the expiration of twenty years."

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